

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2011-53

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE, MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT FOR POLICE SERVICES

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, all, or essentially all, of the public agencies in Salt Lake County, Utah that have a law enforcement agency or department heretofore entered into a “Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services,” as heretofore amended (the “*Current Agreement*”), whereunder such parties agreed to provide for mutual assistance in situations involving crimes, disturbances of the peace, riots or other emergencies requiring police resources over and above those that could be provided by the agency in whose jurisdiction such incident or emergency occurred; and

**WHEREAS**, the City is a public agency for purposes of the Interlocal Cooperation Act and, by virtue of its self-provision of law enforcement services through the Cottonwood Heights Police Department, heretofore has entered into the Current Agreement as a full participating party; and

**WHEREAS**, all of the parties to the Current Agreement, including the City, have been requested to approve, execute and deliver an amended and restated version of the Current Agreement (the “*Agreement*”) extending its term and making certain technical corrections; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 20 December 2011 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2011-53, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 20<sup>th</sup> day of December 2011.

**COTTONWOOD HEIGHTS CITY COUNCIL**



*Linda W. Dunlavy*  
Linda W. Dunlavy, Recorder

By *Kelvyn H. Cullimore, Jr.*  
Kelvyn H. Cullimore, Jr., Mayor

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gordon M. Thomas	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 20<sup>th</sup> day of December 2011.

**RECORDED** this 32 day of December 2011.

571239.1

**MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT  
FOR LAW ENFORCEMENT SERVICES**  
(An Interlocal Cooperation Agreement)

AN INTERLOCAL COOPERATION AGREEMENT entered into effective 1 January 2012, by and among: Attorney General's Office, city of Cottonwood Heights, Draper City, Granite School District, Murray City, Salt Lake Airport Police, Salt Lake County, Salt Lake City, Sandy City, South Jordan City, South Salt Lake City; Taylorsville City, Tooele City, Town of Alta, Utah State Department of Corrections, Utah State Department of Natural Resources, Unified Police Department, United States Marshall for Utah, University of Utah Police, Utah Transit Authority (UTA), Utah State Department of Public Safety, Utah Motor Vehicle Enforcement Division, West Jordan City, West Valley City one of which shall be called an "Agency", or any two or more of which may be called "Agencies" herein. The term "all Agencies" shall refer to parties which are signatories to this Agreement and which have not terminated their participation herein.

**PURPOSE:** Each of the Agencies has or is a law enforcement agency or department with equipment and personnel trained and equipped to prevent and detect crimes, and authorized to enforce criminal statutes or ordinances in the State of Utah. The Agencies wish to provide for their mutual assistance in situations involving crimes, disturbances of the peace, riots, and other emergency situations which require police resources over and above those that can be provided by the Agency in whose jurisdiction the incident or emergency occurs, subject to the control of each individual Agency. All equipment and personnel of any Agency's law enforcement department shall herein be referred to as "Resources." The Agencies do not wish to provide for reimbursement for the assistance they render. However, nothing herein is intended to replace or terminate any pre-existing interlocal agreement between or among any of the Agencies which provide for first response or assistance by one Agency's law enforcement department within the political boundaries of another on a regular or routine basis. This Agreement is intended to replace the Multi-jurisdictional Mutual Aid Agreement for Police and Sheriff Services dated August, 1991, and amended and extended in or about 1996, and any and all subsequent amendments. The Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Agency the sole discretion to determine when its Resources cannot be spared for assisting other Agencies.

**CONSIDERATION:** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

**EFFECTIVE DATE, TERM:** This Agreement shall become effective when two or more agencies each execute an original or copy of this Agreement as required by law, and send or deliver an original copy of the executed Agreement to the Sandy City Police Chief, 10000 South Centennial Parkway, Sandy, Utah 84070. The Sandy City Police Chief shall send notice of properly executed agreements he receives to all other Agencies who are parties hereto. This Agreement shall continue in force from the effective date hereof until midnight June 30, 2015, subject to termination by any Agency or all the Agencies as provided in Section 8.

NOW THEREFORE, based upon the mutual promises and conditions contained herein, the parties agree as follows:

### **SPECIFIC PROVISIONS**

1. Assistance. The Agencies shall each provide their available Resources to assist any other Agency upon request by any other Agency, provided that the responding Agency shall have Resources reasonably available, in the sole discretion of the responding Agency. Except when otherwise requested, or except when the circumstances otherwise clearly indicate, a responding Agency shall send only certified peace officers to an Agency requesting assistance hereunder unless the requesting Agency requests otherwise. Any responding Agency's law enforcement officers shall be fully certified, authorized and empowered as law enforcement officers when in a requesting Agency's jurisdictional boundaries and when following orders of the requesting Agency's Commander or the incident commander.
2. Agency First Response, Dispatch. Each Agency shall instruct its dispatchers or the organization which provides dispatching services for its law enforcement department to first send Resources from its own department to any police emergency which the department is equipped to handle within its own political boundaries before requesting assistance from other Agencies. The chief officer from the department in whose boundaries the emergency occurs, who is responsible for coordinating law enforcement response to the emergency or such other officer whom he shall designate shall be the commanding officer at the scene or location for which police assistance is sought from other Agencies (herein called the "Incident Commander"). He or she may request that his or her dispatcher request assistance from any other Agency or Agencies.
3. Command at Scene, Release of Resources. The responding personnel or the chief officer from each Agency sending personnel and Resources to assist another Agency shall report to the Incident Commander upon arrival at the scene of an emergency or the location where assistance is requested, and shall follow the lawful directions of the Incident Commander with respect to the emergency. The Incident Commander shall, where reasonably able to do so, release Resources from other Agencies before releasing the Resources of his own Agency when no longer needed at the incident scene.
4. No Compensation. No Agency shall request or receive reimbursement for providing Resources to another Agency under this Agreement, except as otherwise provided herein, or except as the Agencies otherwise agree.
5. No Waiver of Immunity. Nothing herein shall be construed to waive any of the privileges and immunities associated with law enforcement or other related services, including emergency medical services, or of any other nature of any of the Agencies.
6. Workers Compensation, Insurance, Benefits. Each Agency shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under

this Agreement unless the parties otherwise agree. Each Agency shall provide insurance or shall self insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

7. Hold Harmless and Indemnity. Each party (the responsible party) agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorneys' fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible party. Notwithstanding the forgoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act of Utah (Utah Code Ann. 63G-7-101 et seq.), nor does any party waive any limits of liability currently provided by the Act.

8. Termination. Any Agency may terminate its participation under this Agreement by giving each other Agency to the Agreement 30 days' prior written notice of its intent to terminate participation in it. Any obligations incurred by any Agency to any other hereunder prior to termination, including obligations of under paragraph 7, shall survive the termination of this Agreement.

9. Satisfaction of Responsibility. This Agreement shall not relieve any Agency of any obligation imposed upon it by law, provided that the performance of a responding Agency may be offered in satisfaction of any such obligation of the Agency requesting assistance to the extent of actual and timely performance by the responding Agency.

10. Additional Agencies. Any subdivision of the State of Utah not specifically named herein ("Prospective Agency") which shall hereafter sign this Agreement or a copy hereof shall become an Agency hereto provided that it employ law enforcement officers, and provided that it first give 30 days' written notice to each Agency hereto of its intent to become an Agency, and provided that a majority of the Agencies shall not within 30 days thereafter notify the Sandy City Police Chief in writing that they object to the Prospective Agency becoming a party hereto. In the event that a majority of the Agencies objects to the Prospective Agency becoming a party hereto, then the Sandy City Police Chief or his designee shall promptly notify the Prospective Agency that its application was rejected. A prospective agency thus rejected may reapply for membership hereunder after one year has passed. Any Agency which becomes a newly accepted Agency to this Agreement is entitled to all the rights and privileges and subject to the obligations of any Agency as set out herein.

11. No Separate Legal Entity. No separate legal entity is created by this Agreement, however, to the extent that any administration of this Agreement becomes necessary, then the Agencies' police chiefs, or their designees, shall constitute a joint board for such purpose.

12. No Effect on Other First Response Agreements. This Agreement shall supercede the Multijurisdictional Mutual Aid Agreement for Police and Sheriff Services made in or about

August, 1991 among some of the Agencies, which was amended and extended in or about 1996 for an additional five years, as thereafter amended, but this Agreement shall not supercede those existing agreements of Agencies which provide for first response or assistance by one Agency's law enforcement department within the political boundaries of another on a regular or routine basis.

13. Whole Agreement, Modifications. This Agreement constitutes the whole agreement of the parties, and replaces all prior agreements and understandings, written or oral, between the parties. This Agreement may be modified only by a writing signed by all parties hereto.

14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named as an Agency specifically herein, or which does not later become a signatory hereto as provided herein.

16. Agency Personnel Not Agents of the Other. The employees of the Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity which hired them. Each agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless there from. The Agencies shall not be liable for compensation or indemnity to any other agency's employee for any injury or sickness arising out of his or her employment, and the Agencies shall not be liable for compensation or indemnity to any agency employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

17. Real or Personal Property. The Agencies do not anticipate that they will acquire or hold any real or personal property in this cooperative undertaking, but in the event that any such property is acquired by the Agencies jointly for the undertaking, and paid for by two or more of them, then it shall be divided as the contributing Agencies' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Agencies' proportionate share of the purchase of the item of property.

18. Counterparts. This Agreement may be executed in original counterparts, each of which will be deemed an original.

19. Titles and Captions. The titles and captions of this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend or

describe the scope, content or intent of any part or parts of this Agreement

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out below.

AGENCY: Cottonwood Heights, a Utah municipality

DATE: December 20, 2011

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Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

APPROVED AS TO LEGAL FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

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Linda W. Dunlavy, Recorder

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Wm. Shane Topham, City Attorney